

**5IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

**A.B., a minor, by and through
her mother and next friend,
MELISSA S. COOPER,**

Plaintiff,

vs.

**INDEPENDENT SCHOOL DISTRICT
NO. 1 OF NOBLE COUNTY, OKLAHOMA)
and ARNOLD CALVERT COWEN,)**

Defendants.)

Case No. CIV-18-440-SLP

**ORDER APPROVING SETTLEMENT
AGREEMENT WITH A MINOR**

On the 5th day of June, 2019, the above-captioned case came on for hearing before me, the undersigned judge.

Plaintiff, A.B., a minor, by and through her mother and next friend, Melissa S. Cooper, appeared by their attorney Richard S. Toon, Jr. Defendant Independent School District No. 1 of Noble County, Oklahoma, commonly known as the Perry Public Schools (“School District”), appeared by its attorney John E. Priddy of Rosenstein, Fist & Ringold.

The court, having reviewed the parties’ pleadings and filings and having heard the testimony and evidence of the parties, finds as follows:

1. The plaintiff, A.B., a minor, by and through her mother and next friend, Melissa S. Cooper, assert a claim for damages against the School District for alleged

violation of Title IX of the Education Amendments of 1972, 42 U.S.C. §1983, and various state law tort claims.¹

2. On May 7, 2018, this action was filed in the United States District Court for the Western District of Oklahoma, Case No. CIV-18-440-SLP.

3. Without admitting liability for any reason and solely to conclude the dispute between the parties and to minimize the risks and costs of litigation, the parties have agreed to settle all claims that the plaintiffs now have, or may have ever had, against the School District for the sum of THREE HUNDRED FIFTEEN THOUSAND and NO/100 DOLLARS (\$315,000.00). A copy of the Release and Settlement Agreement executed by plaintiff was filed in the record at [Doc. No. 45-1] and is incorporated herein as if set out in full.

4. The plaintiff proposes that the settlement proceeds in this case should be distributed as follows:

<u>Distributee</u>	<u>Amount</u>
1. Met Life Assignment Company, Inc., <u>rated A+/AXV by AM Best</u>	<u>\$150,434.62</u>
2. Toon Law Firm, PLLC	<u>\$164,565.38</u>
Total:	<u>\$315,000.00</u>

5. The amount to be structured for the benefit of minor A.B., after the payment of costs and attorney's fees, will be \$150,434.62. Pursuant to OKLA. STAT. tit. 12, § 83, Defendant will fund the annuity which provides the future periodic payments,

¹ On January 2, 2019, Plaintiff voluntarily dismissed without prejudice defendant, Arnold Cowen. [Dkt. No. 36].

the cost of which is \$150,434.62 pursuant to the Qualified Assignment and Release Agreement. The Assignee will be MetLife Assignment Company, Inc.

6. The parties have also agreed to pay their own attorney's fees and costs in this action.

7. The parties believe the settlement is fair, equitable, and in the best interest of minor A.B. Each of the parties represents to the court that this settlement was entered into free from duress or coercion by any of the parties and that all of the parties have decided to settle this case after consulting with their own attorneys and not upon the representations of any of the other parties.


8. The plaintiff is aware that if this settlement is approved by the court, it will fully compromise and conclude any claims that minor A.B., may have against the School District and any other person or entity set out in the Release and Settlement Agreement, even if minor A.B.'s condition changes or new injuries develop or are discovered after this settlement.

9. As part of the settlement, plaintiff has agreed to execute a stipulation of dismissal with prejudice in this action pursuant to Rule 41(a), FED. R. CIV. P.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the settlement between the parties is approved, and upon payment of the amount due under the settlement, defendant and any other person or entity as set out in the Release and Settlement Agreement attached to the Joint Motion to Approve Settlement of a Claim of a Minor, shall be released from any and all further liability to plaintiff.

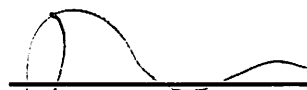
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party will pay their own attorney's fees and costs.

Dated this 5th day of June, 2019.



SCOTT L. PALK
UNITED STATES DISTRICT JUDGE

Approved as to Form and Content:



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